

SOUND IDEAS END USER LICENSE AGREEMENT

TERMS AND CONDITIONS

Sound Ideas royalty free products are sold to you with a **lifetime non-transferable license** for synchronization rights only. By accepting any Sound Ideas royalty free products, you acknowledge and agree to the stated terms, conditions and limitations of use. In the event of a breach of this License Agreement, action may be taken against you directly by the owner of the copyright.

Sound Ideas products must be purchased directly from Sound Ideas or one of its authorized Distributors. Unauthorized resale of Sound Ideas products is prohibited.

RIGHTS GRANTED

You have the right to synchronize the audio content from any Sound Ideas royalty free product with audio and/or visual productions or applications such as • film & video productions • training and marketing presentations • corporate videos • on hold messages • radio presentations or commercials • television presentations or commercials • musical recordings • live performances • Web pages • multimedia presentations • interactive programs • computer games • audio-visual or computer generated displays, programs or presentations which may incorporate streaming audio or podcasts (hereinafter referred to as "the Production"). You may create copies of the Production, however, if you require more than 10,000 copies please advise Sound Ideas since additional licensing may be required. If you sell, lease, give away or otherwise distribute copies of the Production, the rights and limitations to Sound Ideas synchronized audio content as outlined in this End User License Agreement are in effect for the life of the Production and pass automatically to the End User of the Production. All rights not expressly granted herein are reserved.

LIMITATIONS

Copyright infringement is a serious offence. Sound Ideas protects its copyright by all necessary means, including legal action. You are **not** authorized to:

- Make copies of any of the unsynchronized recordings contained within our royalty free products, except as may be designated to a single stand alone workstation for the sole purpose of specific audio and / or visual synchronization at your own facility.
- Copy, duplicate, provide access to, sell, lease, loan or give away unsynchronized sounds from any Sound Ideas royalty free product by any means including the World Wide Web, streaming audio or any delivery method now known or which shall become known.
- Transfer, re-record, copy or duplicate any Sound Ideas royalty free product, in whole or in part, for any purpose not authorized under this End User License Agreement without express written authorization from Sound Ideas.
- Provide remote access to unsynchronized sounds from any Sound Ideas royalty free product to any location remote from your licensed address without a valid Remote Access License issued directly to you for this specific purpose by Sound Ideas.
- Provide sounds from any Sound Ideas royalty free product in whole or in part as mobile telecom audio content such as ring tones, soundscapes, multimedia messaging services (MMS), voice messaging, audio enhancements, greeting mail services, or other content applications now known or which shall become known, without a valid license issued directly to you for this specific purpose by Sound Ideas.
- Sell or otherwise dispose of computers, hard drives or discs or any other electronic storage media which contains Sound Ideas' proprietary sounds or music (Sounds) unless all the Sounds have been deleted. All Sounds maintained on any computers, hard drives, discs or any other electronic storage media must be deleted immediately upon any return of Sound Ideas' product to the vendor, or upon the transfer or sale of any Sound Ideas proprietary materials to any other third party.
- Change or alter in any way an original music composition owned or represented by Sound Ideas (for example adding instruments or lyrics) without the prior written consent of the owner.

PERFORMING RIGHTS

With respect to any music compositions that may be included in any Sound Ideas royalty free product, this License does not include Performing Rights. Performing Rights represent the entitlement of music composers and publishers to benefit from the public performance of their compositions. Performing Rights societies like ASCAP and BMI in the United States and SOCAN in Canada, as well as many more around the world, have been established to collect and fairly distribute Performing Rights fees to music composers and publishers. If you use any musical compositions contained within any Sound Ideas royalty free product for either broadcast or non-broadcast productions that are eligible for documentation by Performing Rights associations, said music use should be reported to your local Performing Rights society and Sound Ideas. You agree to promptly furnish Sound Ideas with a complete and accurate music cue sheet for any production that is broadcast on television or distributed theatrically. Such cue sheet shall correctly identify the copyright owner, publisher, song title, and length of use for all Music licensed from Sound Ideas. Additional information about eligible music uses and cue sheets for music reporting are available from Sound Ideas.

WARRANTY

Sound Ideas warrants that your use of Sound Ideas royalty free products in accordance with this License does not infringe on any third party proprietary rights.

LIABILITY

Sound Ideas accepts no responsibility for any loss of business or business profits resulting directly or indirectly from the performance of any Sound Ideas royalty free product. Sound Ideas' liability is limited and restricted solely to replacement at no charge of the Sound Ideas royalty free product in question.

Sound Ideas

105 West Beaver Creek Road, Suite 4, Richmond Hill, Ontario Canada L4B 1C6
Telephone: (905) 886 5000 Fax: (905) 886-6800 Toll Free: US 1-800-387-3030 Canada 1-800-665-3000
Email: info@sound-ideas.com <http://www.sound-ideas.com>

October 2006

